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**UNITED STATES DISTRICT COURT  
 WESTERN DISTRICT OF WASHINGTON**

JORGENSEN FORGE CORPORATION,

Plaintiff,

v.

ASSOCIATED INDEMNITY CORPORATION,  
 FIREMAN'S FUND INSURANCE COMPANY,  
 OAKWOOD INSURANCE COMPANY, AND  
 CENTURY INDEMNITY COMPANY

Defendants.

Civil Action No. \_\_\_\_\_

**COMPLAINT AND JURY  
 DEMAND**

**COMPLAINT**

Plaintiff, Jorgensen Forge Corporation ("JFC"), by its attorneys, for its Complaint for declaratory judgment and damages against Defendants Associated Indemnity Corporation, Fireman's Fund Insurance Company, Oakwood Insurance Company, and Century Indemnity Company (collectively, "the Defendants"), alleges as follows:

COMPLAINT AND JURY DEMAND - 1  
 CASE NO.

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**NATURE OF THE ACTION**

1  
2 1. Pursuant to 28 U.S.C. § 2201, JFC seeks a declaration of the rights, duties, and  
3 obligations of the parties under the liability insurance policies (the “Policies”) sold by the  
4 Defendants and their predecessors to JFC’s predecessor, Earle M. Jorgensen Company (“EMJ”).  
5 Because Defendants have refused to provide coverage for JFC’s defense and liability costs  
6 arising from JFC’s manufacturing plant, located on land between Marginal Way, Tukwila, WA  
7 and the Lower Duwamish Waterway (“the Site”), actual controversies exist between the parties  
8 for which a judgment setting forth their respective rights and obligations is necessary. JFC also  
9 seeks damages because of Defendants’ breaches of contract.  
10

**THE PARTIES**

11  
12 2. Plaintiff JFC is a corporation organized under the laws of the State of  
13 Washington, with its principal place of business in King County, Washington.

14 3. Upon information and belief, Defendant Associated Indemnity Corporation  
15 (“Associated Indemnity”) is a corporation organized under the laws of the State of California,  
16 with its principal place of business in Novato, California. Upon information and belief,  
17 Associated Indemnity is a subsidiary of Fireman’s Fund Insurance Company (“Fireman’s  
18 Fund”). Upon information and belief, Defendant Associated Indemnity was authorized to do  
19 business and conducted and transacted business in the State of Washington at all relevant times.  
20

21 4. Upon information and belief, Defendant Fireman’s Fund is a corporation  
22 organized under the laws of the State of California, with its principal place of business in  
23 Novato, California. Upon information and belief, Defendant Fireman’s Fund was authorized to  
24 do business and conducted and transacted business in the State of Washington at all relevant  
25 times.  
26

1           5.     Upon information and belief, Defendant Oakwood Insurance Company  
2 ("Oakwood") is a corporation organized under the laws of the State of Tennessee, with its  
3 principal place of business in Nashville, Tennessee. Upon information and belief, Oakwood is  
4 the corporate successor to Central National Insurance Company of Omaha ("Central National").  
5 Upon information and belief, Central National was authorized to do business and conducted and  
6 transacted business in the State of Washington at all relevant times.

7           6.     Upon information and belief, Defendant Century Indemnity Company  
8 ("Century") is a corporation organized under the laws of the State of Pennsylvania, with its  
9 principal place of business in Philadelphia, Pennsylvania. Upon information and belief, Century  
10 is the corporate successor to California Union Insurance Company ("Cal Union"). Upon  
11 information and belief, Cal Union was authorized to do business and conducted and transacted  
12 business in the State of Washington at all relevant times.

13  
14                               **JURISDICTION AND VENUE**

15           7.     This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, because  
16 there is complete diversity of citizenship between JFC and the Defendants, and the amount in  
17 controversy is over \$75,000.

18           8.     Personal jurisdiction exists over each Defendant because the Defendants' contacts  
19 with the State of Washington, including their sale of insurance policies to EMJ, satisfy the  
20 constitutional requirement of minimum contacts with the forum.

21           9.     Venue is proper in this State pursuant to 28 U.S.C. § 1391(b)(2) because a  
22 substantial part of the events or omissions giving rise to the claim occurred in this State, and the  
23 property that is the subject of this action is situated in this State.  
24  
25  
26

**FACTUAL BACKGROUND**

**The Insurance Policies**

10. From 1972 to 1987, EMJ purchased Policies from the Defendants and their predecessors to protect against liabilities. Associated Indemnity and Fireman's Fund sold primary policies that provide coverage from 1972 to 1987. Central National sold excess policies that provide coverage from 1975 to 1984. Cal Union sold an excess policy that provides coverage from 1984 to 1987. The policy numbers and periods of coverage are identified in the schedule of insurance policies, attached as Schedule A, and incorporated by reference as if fully set forth herein.

11. JFC is a metal forging company that manufactures custom metal products for technical and industrial markets. JFC's manufacturing plant is located on the Site. In June 1992, JFC was created from EMJ and became a separate corporate entity. As part of its creation, JFC assumed certain of EMJ's liabilities in connection with EMJ's Forge Division in Seattle, Washington, which then became the business of JFC.

12. By contract and by operation of law, JFC is entitled to obtain insurance coverage from the Defendants under the Policies for JFC's liabilities that involve property damage that took place during the Policies' periods.

13. All premiums have been paid for the Policies, and JFC has satisfied all conditions precedent to obtain coverage under the Policies.

**The Claims**

14. JFC seeks insurance coverage in this action for its liabilities and defense costs related to property damage at and around the Site that took place in part during the Defendants' Policies' periods.

1           15. The United States Environmental Protection Agency ("EPA") and the  
2 Washington State Department of Ecology have named JFC as a potentially responsible party  
3 ("PRP"), liable for property damage caused by environmental contamination in and around the  
4 Site.

5           16. Other parties also have demanded that JFC investigate and remediate, or  
6 contribute to the investigation and remediation, of the property damage at the Site and the  
7 surrounding area.

8           17. As a result of these claims, JFC has incurred substantial costs that are covered  
9 under the Policies.

10           18. JFC gave notice to the Defendants of its claims in July 2014. The Defendants  
11 either have refused to provide coverage in violation of their contractual obligations, or failed to  
12 respond to JFC's notice.  
13

14                           **FIRST CLAIM FOR RELIEF**

15                           **Declaratory Relief**

16           19. JFC repeats and realleges each and every allegation contained in Paragraphs 1  
17 through 18 as if fully set forth herein.

18           20. The Policies at issue in this action provide JFC with insurance coverage for JFC's  
19 liabilities that involve property damage at the Site during the Defendants' Policies' periods.  
20

21           21. Defendants are contractually obligated to pay JFC's liabilities.

22           22. JFC has incurred, and will continue to incur, liabilities associated with property  
23 damage stemming from the Site.

24           23. Defendants have disputed or failed to honor their obligations to pay JFC's  
25 liabilities.  
26

1           24. An actual and justiciable controversy currently exists between JFC and  
2 Defendants with respect to the duties and obligations of Defendants under the Policies to pay for  
3 JFC's liabilities for property damage related to the Site.

4           25. JFC thus seeks a judicial determination by this Court of the obligation of the  
5 Defendants to pay JFC's defense and liability costs with regard to JFC's liabilities for property  
6 damage related to the Site. Such a judicial determination is necessary and appropriate at this  
7 time under the circumstances alleged.

8                           **SECOND CLAIM FOR RELIEF**

9                                   **Breach of Contract**

10  
11           26. JFC repeats and realleges each and every allegation contained in Paragraphs 1  
12 through 25 as if fully set forth herein.

13           27. Defendants have breached, and will breach, the contractual terms of their Policies  
14 by failing and refusing to pay for the complete liability costs of JFC in connection with property  
15 damage related to the Site.

16           28. As a direct and proximate result of Defendants' breaches of contract, which is  
17 continuing as of the date of this Complaint, Defendants have deprived JFC of the benefit of the  
18 Policies.

19  
20           29. As a direct and proximate result of Defendants' breaches of contract, JFC has  
21 suffered, and will suffer, substantial damages in an amount to be determined at trial, including,  
22 but not limited to, the sums spent and to be spent in connection with JFC's liabilities for property  
23 damage related to the Site.

24                           **PRAYER FOR RELIEF**

25           WHEREFORE, Plaintiff JFC requests a judgment against each Defendant as follows:  
26

1 a) On the First Claim for Relief, a determination and declaration that  
2 each Defendant is obligated under its respective policy to pay the defense and liability costs  
3 incurred by JFC, or to reimburse JFC for its payment of its defense and liability costs, in  
4 connection with JFC's liabilities stemming from the Site.

5 b) On the Second Claim for Relief, for damages in an amount to be  
6 determined at trial.

7 c) On all claims for relief, for JFC's reasonable attorneys' fees,  
8 pre-judgment and post-judgment interest, costs, and the expenses of this action.  
9

10 d) For such other further and different relief as this Court deems just  
11 and proper.

12 **JURY DEMAND**

13 Plaintiff JFC demands a jury on all claims in this Complaint triable by jury.

14 DATED: October 2, 2014.

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**SCHEDULE A**

<b>Insurer</b>	<b>Policy Number</b>	<b>Policy Period</b>
Associated Indemnity	LP-1302324	7/6/72 - 1/1/75
Associated Indemnity	LP-2076955/56	1/1/75 - 1/1/78
Associated Indemnity	LA-233 10 62	1/1/78 - 1/1/81
Fireman's Fund	775 LA-2803317	1/1/81 - 1/1/84
Fireman's Fund	7 75 KLA321 3846	1/1/84 - 1/1/87
Central National	CNU 12-27-12	1/1/75 - 1/1/78
Central National	CNZ 14-07-72	1/1/77 - 1/1/78
Central National	CNU 12-81-62	1/1/78 - 1/1/79
Central National	CNZ 14-15-30	1/1/78 - 1/1/79
Central National	CNU 03-34-05	1/1/79 - 1/1/80
Central National	CNZ 14-08-36	1/1/79 - 1/1/80
Central National	CNU 03-53-49	1/1/80 - 1/1/81
Central National	CNU 00-43-37	1/1/81 - 1/1/82
Central National	CNU 18-83-03	1/1/82 - 1/1/83
Central National	CNU 00-12-74	1/1/83 - 1/1/84
Cal Union	ZCU2352	1/1/84 - 1/1/87